

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re

Chapter 11

RESIDENTIAL CAPITAL, LLC, *et al.*,

Case No. 12-12020 (MG)

Debtors.

Jointly Administered

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**EVERBANK'S LIMITED OBJECTION TO FIRST AMENDED AND
RESTATEDED NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN
CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

EverBank, by and through its undersigned attorneys, files this Limited Objection to First Amended and Restated Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Non-Residential Real Property and (II) Cure Amounts Related Thereto. In support of this objection, EverBank respectfully states as follows:

OBJECTION

1. On May 14, 2012 (the "Petition Date"), the Debtors filed voluntary petitions under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").
2. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.
3. On September 19, 2012, the Debtors filed the First Amended and Restated Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of

Personal Property, and Unexpired Leases of Non-Residential Real Property and (II) Cure Amounts Related Thereto ("Cure Notice").

4. Pursuant to Exhibit 2 to the Cure Notice, the Debtors list EverBank as a party to an executory contract that may be assumed and assigned as follows:

Debtor Entity	Contract Name	Contract Number	Investor Number/GSE Name	Shelf-Series ID	Cure Amount	Account Name	Address
GMAC Mortgage, LLC	Atlanta Internet Bank Sale & Servicing Agreement April 24, 1998	1262	93006	1998-HWH2	\$0.00	EverBank	8100 Nations Way, Jacksonville, Florida 32256

5. EverBank objects to the proposed cure amount of \$0.00 that the Debtors have listed on Exhibit 2 to the Cure Notice.

6. EverBank's records indicate that as of the date of filing this objection, the Debtors owe EverBank unpaid pre-petition obligations and post-petition administrative obligations in the total amount of \$141,609.94 ("Cure Amount"). EverBank reserves the right to modify or amend the Cure Amount to include any and all additional unpaid obligations incurred through the date the Debtors assume the contract.

7. EverBank objects to the assumption due to the incorrect proposed cure amount listed on the Cure Notice and preserves its right to an adequate cure payment.

8. On Exhibit 2, page 157 attached to the Cure Notice, the Debtors list UBS Assignment Assumption Recognition January 30, 2006, Number 275, Number/GSE Name 41546, bearing the name UBS Real Estate Securities, LLC, with a listed cure amount of \$0.00. (the "Unidentifiable Agreement").

9. The Debtors may not be using the most recent account name and, as such EverBank is unable to determine whether the Unidentifiable Agreement is, in fact, one of its

agreements and whether the Cure Amount fixed at zero is accurate. Nonetheless, if the Unidentifiable Agreement should have been listed in the name of EverBank, the cure amount is incorrect. The correct cure amount is \$73,130.67 (the "Additional Cure Amount")

10. EverBank reserves the right to amend and/or supplement the Cure Amount and the Additional Cure Amount, at any time and in any manner, and to file additional cure claims for additional claims which may be based on the respective rights and obligations arising under any agreement between the Debtors and EverBank that the Debtors seek to assume and assign.

11. Further, to the extent that there is a potential purchaser for the Debtors' assets by virtue of the pending sale, EverBank hereby reserves its right to contest whether that purchaser is qualified to carry on the obligations under the agreements as well as the Debtors' ability to assume or assign its agreements to any purchaser.

12. For the reasons set forth above, to the extent the Debtors seek to assume any agreement between the Debtors and EverBank, EverBank objects unless the required cure amount is paid.

Dated: September 28, 2012

New York, New York

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